

Filing at a Glance

Company: Employers Mutual Casualty Company

Product Name: Commercial Inland Marine

SERFF Tr Num: EMCC-125234703 State: Arkansas

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: AR-PC-07-025459

Sub-TOI: 09.0005 Other Commercial Inland
Marine

Co Tr Num: AR-CIM-2007-05

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

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Disposition Date: 07-19-2007

Date Submitted: 07-16-2007

Disposition Status: Accepted For
Informational Purposes

Effective Date Requested (New): 10-15-2007

Effective Date (New): 10-15-2007

Effective Date Requested (Renewal): 10-15-2007

Effective Date (Renewal): 10-15-
2007

General Information

Project Name:

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Project Number:

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Advisory Org. Circular:

Filing Status Changed: 07-19-2007

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Corresponding Filing Tracking Number:

Filing Description:

July 16, 2007

Commissioner of Insurance

Arkansas Insurance Department

1200 West Third St.

Little Rock, AR 72201-1904

SERFF FILING

EMPLOYERS MUTUAL CASUALTY COMPANY 062-21415

Commercial Inland Marine

Form Revision

File # AR-CIM-2007-05

Effective October 15, 2007

The captioned company is a member of Insurance Services Office (ISO) and the Commercial Inland Marine program is filed on our behalf. We are pleased to submit a form revision to be applicable to policies written on or after October 15, 2007.

We are pleased to introduce an optional coverage, available for EMC Choice Equipment Dealers program business only. The form includes coverage for Stock, Furniture, Fixtures and Equipment, Tenants Improvements and Betterments, and Business Personal Property at or away from premises with insureds permission. Coverage also includes transportation coverage, employee tool coverage and business property of others. We developed the rates by using our currently filed rates based on ISOs comparable Business Income endorsement. A form memorandum is attached for your review.

The target Equipment Dealers will primarily be engaged in sales, service, repair, and rental or leasing (25% or less) of new and used mobile equipment, along with the sale of parts and supplies. The types of equipment considered for this program include construction equipment, agricultural and farm equipment, lawn and garden, and forklift dealers. Our new program will allow us to target these specific equipment dealers and compete in this market segment.

Concurrent with this submission we are also submitting, under separate cover, filings for Commercial Property, Commercial Auto, and Package Modification factors to round out our equipment dealers program.

We supplement this filing with the \$50.00 filing fee (sent via EFT), Property and Casualty Transmittal Document, Form Memorandum, and final printed copies of our endorsements.

We respectfully request your approval of this filing, to be applicable to policies written on or after October 15, 2007.
Thank you.

Jo L. Byers, Filings Analyst
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(800) 247-2128 Ext. 2707
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Company and Contact

Filing Contact Information

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Filing Company Information

Employers Mutual Casualty Company

CoCode: 21415

State of Domicile: Iowa

717 Mulberry Street

Group Code: 62

Company Type: P & C

Des Moines, IA 50309

Group Name:

State ID Number:

(800) 247-2128 ext. [Phone]

FEIN Number: 42-0234980

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employers Mutual Casualty Company	\$50.00	07-16-2007	14621654

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Informational Purposes	Llyweyia Rawlins	07-19-2007	07-19-2007

Disposition

Disposition Date: 07-19-2007

Effective Date (New): 10-15-2007

Effective Date (Renewal): 10-15-2007

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Memorandum	Approved	Yes
Form	EMC Choice Equipment Dealers Coverage Form	Approved	Yes
Form	Exclusion - False Pretense	Approved	Yes
Form	EMC Choice Equipment Dealers Report of Values	Approved	Yes
Form	EMC Choice Equipment Dealers Schedule	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	EMC Choice Equipment Dealers Coverage Form	CM7228.1	10-07	Endorsement/Amendment/Conditions		0.00	CM7228_1_200710.pdf
Approved	Exclusion - False Pretense	CM7228.3	10-07	Endorsement/Amendment/Conditions		0.00	CM7228_3_200710.pdf
Approved	EMC Choice Equipment Dealers Report of Values	CM7228.4	10-07	Endorsement/Amendment/Conditions		0.00	CM7228_4_200710.pdf
Approved	EMC Choice Equipment Dealers Schedule	CM7228.7	10-07	Endorsement/Amendment/Conditions		0.00	CM7228_7_200710.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMC CHOICE EQUIPMENT DEALERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and what is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", and "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION N. DEFINITIONS.**

A. Coverage

- 1. Covered Property**, as used in this Coverage Form, means the type of property described in this Section **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit of Insurance is shown in the Schedule for that type of property.

Under Coverage A, B and G, we will pay for direct physical loss of or damage to Covered Property at the location described in the Schedule on in the open (or in a vehicle) within 1,000 feet of the described location, consisting of the following unless otherwise specified in the Schedule or as specified under **E. Additional Conditions, 2.**

a. Coverage A – Stock, Furniture, Fixtures, Equipment and Tenants Improvements and Betterments – Business Personal Property includes:

- (1) Stock:** We will pay for direct physical loss of or damage to stock of merchandise, including the value of your labor, materials or services furnished or arranged by you on personal property of others, consisting principally of agricultural, construction and materials handling equipment, and appliances, parts, accessories thereof, and other merchandise usual or incidental to your business of agricultural, construction and materials handling equipment dealers, held for sale by you, including property of a similar nature while temporarily removed from stock and used by you or with your permission, except property operated for remuneration.
- (2) Furniture, Fixtures, Equipment and Tenant's "Improvements and Betterments":**

We will pay for loss or damage to:

- (a)** Furniture, fixtures and equipment used in your business and similar property held by you and belonging in whole or in part to others for not more than the amount for which you are liable, but excluding vehicles designed for highway use. Fixtures and equipment includes fences but does not include outdoor signs. Equipment also includes two-way mobile radios or telephones that are not permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.
- (b)** Tenant's "Improvements and Betterments": (Applies only when you are not the building owner). In the event covered tenant's "Improvements and Betterments" are damaged or destroyed by a peril not excluded, this Coverage Form covers your interest therein.

b. Coverage B – Property of Others

We will pay for direct physical loss of or damage to property of others, which is similar to that described in **Coverage A** above, while such property is in your care, custody or control, provided such property is not being transported for hire except where such transportation is incidental to the sale, demonstration or repair by you of the property transported. We will also pay sums you are required to pay because of loss of use resulting from loss or damage to the property.

c. Coverage C – Transportation (for hire)

Subject to the Limit of Insurance shown in the Schedule, we will pay for direct physical loss of or damage to personal property of others while such property is being transported for hire in or while being loaded or unloaded from a vehicle owned or operated by you or one of your employees of your business.

d. Coverage D – Employees’ Tools

We will pay for direct physical loss of or damage to portable tools and portable equipment owned by your employees and used by them in the conduct of your business. The amount stated in the Schedule is the most we will pay and the existence of more than one employee shall not increase the limit. Loss, if any, shall be adjusted with you or, at our option, with the employee and is payable to you for the account of all interests. You hereby undertake and agree to make proper disposition of funds so received to other parties at interest and to hold us harmless from any and all claims for damages which may be made against us by other interests as a result of and to the extent of such payments.

e. Coverage E – Rented Equipment

We will pay for direct physical loss of or damage to property similar to that described in **Coverage A** above which is:

- (1) operated for remuneration by you or with your permission or
- (2) rented or leased to others by you.

This coverage only applies while the property is away from the business premises owned, rented or controlled by you.

f. Coverage F – False Pretense

This coverage applies to property insured under **Coverages A, B and E**.

We will pay for loss that results from:

- (1) someone causing you to voluntarily part with any Covered Property by trick, scheme or false pretense, or
- (2) your acquisition of Covered Property from a seller who did not have legal title, or
- (3) conversion of Covered Property that you rent or lease to others.

Coverage F is subject to the following provisions:

- (a) The amount of loss shall reflect deduction of the actual value of any property delivered to you in full or partial payment for title to or possession of such Covered Property;
- (b) In the event such Covered Property is recovered, the most we will pay will not exceed the actual cost and expense of recovering such Covered Property and returning the same to you, plus the cost of any replacement or repairs made necessary by physical damage to such Covered Property subsequent to such loss;

(c) This insurance does not apply to any loss under (1) and (3) above unless:

- (i) you had full valid title to such Covered Property prior to such loss; (except Property of Others as covered under **Coverage B** – Property of Others). This does not apply if you do not have a valid title to the Covered Property because of a floor plan financing agreement.
- (ii) you make every effort to recover the Covered Property when located;

(d) You shall, as soon as practicable after such loss, obtain a warrant for the arrest of the person or persons procuring title to or possession of such Covered Property; and

(e) False Pretense does not apply to any loss caused by dishonesty of an officer or employee of yours, whether such person is acting alone or in collusion with others.

g. Coverage G – Peak Season

If a Limit of Insurance for Peak Season Coverage is shown in the Declarations, the Limit of Insurance for Covered Property described in Paragraph **A.1.a.(1)** of this Coverage Form will increase by the amount shown for Peak Season Coverage to allow for seasonal variations.

The Limit of Insurance in the Schedule for Peak Season Coverage will apply to the locations listed for the period of time shown.

2. Property Not Covered

Covered property does not include:

- a. Automobiles, motor trucks, motorcycles, aircraft, inboard, outboard or inboard/outboard watercraft, auto homes, mobile homes or any self-propelled vehicles designed for highway use;
- b. Accounts, bills, currency, deeds, money, notes, securities and evidences of debt;
- c. Property while in the course of manufacture;
- d. Contraband, or property in the course of illegal transportation or trade;
- e. Property leased or rented to others except as provided under **Coverages E and F**;
- f. Outdoor signs except when such signs are merchandise held for sale by you.

3. Covered Causes Of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE to Covered Property except those causes of loss listed in the exclusions.

4. Additional Coverages

a. Personal Effects

You may extend the insurance that applies to **Coverage A** to apply to:

- (1) Personal effects owned by you, your officers, your partners or your employees. This does not apply to loss or damage by theft.

The most we will pay for loss or damage under this Additional Coverage is \$5,000 at each location.

5. Coverage Extensions

Unless otherwise stated, the limit indicated for the following Coverage Extensions is in addition to the Limit of Insurance.

a. Debris Removal

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Causes of Loss that occurs during the policy period. Cost of debris removal shall not be considered in the determination of actual cash value for application of “**Section I. VALUE REPORTING AND PREMIUM CLAUSES**” or “**Section J. LOSS LIMITATION CLAUSE**” or “**Section K. CONTRIBUTION CLAUSE**”.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract “pollutants” from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) This Coverage Extension is included within the Limit of Insurance applicable to the Covered Property at the premises where the damage occurs.

b. Pollutant Clean Up and Removal

We will pay your expense to extract “pollutants” from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Coverage Extension does not apply to costs to test for, monitor or assess the existence, concentration or effects of “pollutants.” But we will pay for testing which is performed in the course of extracting the “pollutants” from the land or water.

The most we will pay under this Coverage Extension for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

c. Theft Damage To Buildings

- (1) We will pay for damage caused directly by theft or attempted theft to:
 - (a) That part of any building containing Covered Property; or
 - (b) Equipment within the building used to maintain or service the building; only if you own the building or are legally responsible for the damage.
- (2) But, we will not pay for damage:
 - (a) Caused by fire; or
 - (b) To glass or to lettering or art work on glass.

This Coverage Extension is included within the Limit of Insurance applicable to the Covered Property at the premises where the damage occurs.

d. Reward Payment

- (1) We will reimburse you for rewards paid as follows:
 - (a) Up to \$5,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:
 - (i) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
 - (ii) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Condition.

(b) Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:

- (i) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
- (ii) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.

(2) This Coverage Extension applies subject to the following conditions:

(a) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:

- (i) You or any family member;
- (ii) Your employee or any of his or her family members;
- (iii) An employee of a law enforcement agency;
- (iv) An employee of a business engaged in property protection;
- (v) Any person who had custody of the Covered Property at the time the theft was committed; or
- (vi) Any person involved in the crime.

(b) No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.

(c) The lesser of the amount of the reward or \$5,000 is the most we will reimburse for loss under this Coverage Extension in any one occurrence.

e. Newly Acquired Property

You may extend the insurance that applies to Covered Property to apply to property, which is similar to that described in paragraph **A.1.a.** at any premises you acquire during the term of this policy. The most we will pay under this extension for loss or damage is \$500,000.

Insurance under this Coverage Extension will cease 120 days from the date you acquire the property or on the date you report the values to us or when this policy expires, whichever occurs first.

Additional premium will be due and payable for such insured property from the date of acquisition.

f. Cost of Taking Inventory

If a Covered Cause of Loss occurs to Covered Property, we will reimburse you for your expense to take inventories, obtain appraisals, and prepare a statement of loss and supporting documents to prove the amount of loss.

We will not pay for expenses or fees you incur from public insurance adjusters or for expenses related to claims not covered by this policy.

The most we will pay under this Extension is \$5,000.

g. Property in Transit, Being Demonstrated, or at a Temporary Location

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property that is in transit or being demonstrated. You may also extend the insurance that applies to Covered Property to apply to property which is similar to that described in paragraph **A.1.a.** of this Coverage Form up to 60 days while it is temporarily at a location not described in the Schedule or at a location you do not own, lease or operate. This Extension does not apply to Covered Property at any fair or exhibition or while in transit to or from any fair or exhibition.

The most we will pay for loss or damage under this Extension is \$500,000 unless a higher limit for Property in Transit, Being Demonstrated, or at a Temporary Location is shown on the Schedule.

h. Property on Exhibit

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property that is in transit to and from and while on exhibit at a fair or exhibition. Coverage under this paragraph will apply for up to 60 days at a location you do not own, lease or operate.

The most we will pay for loss or damage under this Extension is \$500,000 unless a higher limit for Property on Exhibit is shown on the Schedule.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

b. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these; seizure or destruction under quarantine or customs regulations confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.

c. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not;
- (2) Water which backs up from a sewer or drain; or
- (3) Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors.

But if loss or damage by fire, explosion or theft results we will pay for that resulting loss or damage.

This exclusion does not apply to:

- (1) property in transit;
- (2) watercraft away from your premises and used in your business;

- (3) property covered under **Coverage A** and **E** in **Section A**. Each water loss shall be adjusted separately and we will pay eighty percent (80%) of the amount of the determined loss after first applying a deductible of \$2,500 for any one occurrence. However, the maximum that we will pay is \$250,000 for any such loss, but not to exceed any coverage limit as indicated on the Schedule. The Loss Limitation Clause **J.** and the Contribution Clause **K.** shall not apply to such loss.

2. We will not pay for loss or damage caused by or resulting from any of the following.

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Unexplained disappearance.
- c. Shortage found upon taking inventory.
- d. Dishonest or criminal act committed by:
 - (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment, except under **Coverage F**.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- e. Artificially generated current creating a short circuit or other electrical disturbance within an article covered under this Coverage Form.

But if artificially generated current, as described above, results in a fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if fire or explosion would be covered under this Coverage Form.

This exclusion only applies to loss or damage to that article in which the disturbance occurs.

- f. Loss to tires and tubes from blowouts, punctures or other road damage unless caused by other loss covered by this Coverage Form.

- g. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss." But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified causes of loss" we will pay for the loss or damage caused by that "specified cause of loss".
 - h. Loss to internal combustion engines which is due and confined to wear and tear, mechanical or electrical breakdown or failure, unless such loss results from other damage covered by this Coverage Form.
 - i. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a. Loss to property outside of buildings caused by any climatic condition, other than wind, hail, lightning, fire, or explosion caused by the rays of the sun, except as provided in Exclusion 1.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 of part or all of any property wherever located.
 - d. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, depreciation or gradual deterioration; mechanical breakdown, rotting, insects, including termites; vermin; rodents; corrosion, rust, dampness, cold or heat; inherent vice; all unless fire, explosion, collision or upset ensues and then only for direct loss caused by such ensuing fire, explosion, collision or upset.

C. Limits of Insurance

- 1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Schedule.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown on the Schedule, except as provided in Section **B.1.c**. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

1. Valuation

General Condition **F. Valuation** in the Commercial Inland Marine Conditions is replaced by the following:

- a. Tenant's "Improvements and Betterments":
 - (1) If repaired or replaced at your expense within a reasonable time after such loss, the actual cash value of the damaged or destroyed property;
 - (2) If not repaired or replaced within a reasonable time after such loss, that proportion of the original cost of the damaged or destroyed property which the unexpired term of the lease or rental agreement (whether written or oral in effect as of the time of loss) on the date of loss bears to the period(s) from the date(s) the property was installed to the expiration date of such lease or rental agreement;
 - (3) If repaired or replaced at the expense of others for your use, there shall be no liability hereunder.
- b. Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for an amount not to exceed the cost of blank books, cards or other blank material.
- c. Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for an amount not to exceed the cost of such media in unexposed or blank form.
- d. All other property at actual cash value unless otherwise specified in this Coverage Form.

2. Excluded from insurance under **Coverage A** and **E** is all property which is insured against any hazard whatsoever under any other insurance, whether such other insurance directly insures you, or whether you have arranged to receive the benefits of such other insurance; except that when such other insurance does not insure you and you have not arranged to receive the benefits from any other insurance, then this policy shall insure your interest in such property.

This exclusion does not apply to parts and accessories that have been added to equipment unless there is other insurance which insures your interest in such parts and accessories.

3. **The following condition applies in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:**

a. Coverage Territory

We cover property wherever located within:

- (1) The United States of America, (including its territories and possessions);
- (2) Puerto Rico; and
- (3) Canada.

F. Repairs And Replacement Provision

If you replace Covered Property or furnish the labor and materials necessary for repairs thereto we shall pay you:

- (1) The percentage of the retail selling price of the parts and materials used in making repairs or replacements which is shown on the Schedule or actual cost, whichever is greater and;
- (2) The percentage of the hourly labor rate charged retail customers for similar work performed which is shown on the Schedule.

Paragraphs (1) and (2) above are not applicable to Covered Property or parts that are not actually replaced or to the total loss of Covered Property and shall not operate to increase any limits shown in the Schedule.

G. Limitation Of Subrogation

In the event of any loss payment under this Coverage Form, we will take no action against one who is liable for such loss by their negligence while acting in the capacity of your customer, except with your written permission or to the extent of the unused portion of any other insurance carried by or for the benefit of the said customer which would inure to your benefits.

H. Provisional Amount Clause – COVERAGE A (When Premium Basis is Reporting)

The amount of insurance provided for is provisional. The intent of this insurance is to insure the total value of the property described, subject to the limits as provided in **Section C. Limits of Insurance**. Any loss in excess of the specified Limit stated in this Coverage Form as applying to each location and to each occurrence shall be borne by you to the extent of such excess, notwithstanding the requirement that premium is to be adjusted on the basis of full values reported.

I. Value Reporting And Premium Clauses – COVERAGES A, B and E

If the premium basis on the Schedule is indicated as:

1. **Monthly Reporting** – you shall report to us not later than thirty (30) days after the last day of each calendar month, the actual cash values of Covered Property on the last day of each calendar month. The report of values is to include the values of Covered Property wherever located.

The deposit premium named in the Schedule is provisional only. You shall pay a monthly earned premium determined by applying pro rata of the annual rate stated in the Schedule to the report of values required. All monthly earned premiums shall be applied against the deposit premium until such time as it shall have been fully earned by us, after which premiums shall be due and payable as earned.

2. **Quarterly Reporting** – you shall report to us not later than thirty (30) days after the last day of the third calendar month and of every third calendar month thereafter, the actual cash value of Covered Property on a given day or days of the preceding three months. The report of values is to include the values of Covered Property wherever located.

The deposit premium indicated in the Schedule is provisional only. You shall pay a quarterly earned premium determined by applying pro rata of the annual rate stated in the Schedule to the reports of values required. All quarterly earned premium shall be applied against the deposit premium until such time as it shall have been fully earned by us, after which premiums shall be due and payable as earned.

J. Loss Limitation Clause – This clause applies separately to Coverages A, B and E (When the Premium Basis is Reporting)

Limits under this Coverage Form shall not in any case exceed the lesser of the following:

1. That proportion of any loss, which the last value reported to us prior to the loss bears to the actual cash value of the property described on the date for which the report was made, provided further that,

2. If at the time of any loss you have failed to file with us reports of values, as required in **"Section I. VALUE REPORTING AND PREMIUM CLAUSES"**, we will not pay more for loss or damage at any location than the values you last reported for that location.

The last value reported to us as referred to above means:

1. The values reported to us when coverage was initially written, or
2. The values reported as required in **"Section I. VALUE REPORTING AND PREMIUM CLAUSES"**, or
3. The last values reported under the immediately preceding expired policy period, whichever is latest.

In the event no values have been reported to us as required by the terms of this Coverage Form, we will not pay more than 75% of the applicable Limit of Insurance as shown in the Schedule.

K. Contribution Clause – This clause applies separately to Coverages A, B and E (When Premium Basis is Non-Reporting)

Property covered under **Coverages A, B and E** must be insured for at least 90% of its actual cash value as of the time of loss or you will incur a penalty.

The penalty is that we will pay only the proportion of any loss that the Limit of Insurance shown in the Schedule bears to the actual cash value at the time of loss.

In the event the aggregate claim for any loss is both less than \$2,500 and less than 2% of the limit for all contributing insurance applicable to the property involved at the time such loss occurs, application of this contribution clause shall be waived.

L. Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium during the policy period, the broadened coverage will immediately apply to this Coverage Form.

M. Payment Of Losses

Loss, if any, under this Coverage Form is payable to you for the account of all interests. You agree to make proper distribution of funds so received to other parties in interest and to hold us harmless from any and all claims for damages which may be made against us by other interests as a result of and to the extent of such payments.

N. Definitions

1. **"Specified Causes of Loss"** means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
2. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. **"Improvements and Betterments"** means fixtures, alterations, installations, or additions comprising a part of a building(s) and made or acquired at your expense, exclusive of rent paid by you, but which are not legally subject to removal by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FALSE PRETENSE

This endorsement modifies insurance provided under the following:

EMC CHOICE EQUIPMENT DEALERS COVERAGE FORM

COVERAGE F – FALSE PRETENSE does not apply to property insured under **COVERAGE E – RENTED EQUIPMENT**.

EMC CHOICE EQUIPMENT DEALERS REPORT OF VALUES

Named Insured: _____

Policy Number: _____ Policy Period: _____

Reporting Period:

☐ Monthly: Month _____ as of _____

☐ Quarterly: Quarter _____ as of _____

Equipment Dealer:

			For Company Use Only	
			Rate	Premium
Policywide	Coverage "E" - Farm Equipment	\$ _____		
	Coverage "E" - Construction Equipment	\$ _____		
Location 1 –	Coverage "A"	\$ _____		
	Coverage "B"	\$ _____		
Location 2 –	Coverage "A"	\$ _____		
	Coverage "B"	\$ _____		
Location 3 –	Coverage "A"	\$ _____		
	Coverage "B"	\$ _____		
Total All Locations –		\$ _____		

Coverage "A" – Stock, Furniture, Fixtures, Equipment and Tenants Improvements and Betterments

Coverage "B" – Property of Others

Coverage "E" – Rented Equipment

Report if due within 30 days after the end of each reporting period. The report is to include the values of any property insured hereunder wherever located.

We certify the above to be correct as indicated.

Insured Signature: _____ Date: _____

POLICY
NUMBER:

EMC CHOICE EQUIPMENT DEALERS SCHEDULE

Named Insured: _____

Effective Date of This Form If Different from Policy Effective Date: _____

EMC Choice Equipment Dealers

Limits of Insurance:

Coverage A – Business Personal Property..... \$ _____

Coverage A(2) – Furniture, Fixtures, Equipment and Tenant's Improvements
and Betterments _____ Included _____ Excluded

Coverage B – Property of Others..... \$ _____

Coverage G – Peak Season..... \$ _____

Time Period: From _____ To _____

Actual Cash Value

Repair and Replacement..... %

Deductible..... \$ _____

Non Reporting Form Premium..... \$ _____

Reporting Form – Deposit Premium..... \$ _____

Annual Rate per \$100 of Value _____

Reporting Frequency – Monthly or Quarterly

Adjustment Frequency – Monthly or Quarterly

Minimum Premium..... \$ _____

EMC Choice Equipment Dealers

Limits of Insurance:

Coverage E – Rented Equipment

Farm Equipment..... \$ _____

Construction Equipment..... \$ _____

Deductible..... \$ _____

Non Reporting Form Premium..... \$ _____

Reporting Form – Deposit Premium..... \$ _____

Annual Rate per \$100 of Value Farm Equipment _____

Annual Rate per \$100 of Value Construction Equipment _____

Reporting Frequency – Monthly or Quarterly

Adjustment Frequency – Monthly or Quarterly

Minimum Premium..... \$ _____

EMC Choice Equipment Dealers

Limits of Insurance:

Coverage C – Transportation (For Hire)..... \$ _____

Coverage D – Employee's Tools..... \$ _____

Coverage F – False Pretense..... \$ _____

EMC Choice Equipment Dealers

Limits of Insurance:

Property In Transit, Being Demonstrated, or at a Temporary Location – \$500,000
unless higher limits shown here \$ _____

Property On Exhibit – \$500,000 unless higher limits shown here \$ _____

Deductible..... \$ _____

Non-reporting Form Premium..... \$ _____

Other Provisions: _____

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Approved	07-19-2007
Comments:			
Attachment:			
pctd.pdf			
		Review Status:	
Satisfied -Name:	Form Memorandum	Approved	07-19-2007
Comments:			
Attachment:			
Forms Memorandum.pdf			

Property & Casualty Transmittal Document


1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #		
EMC Insurance Companies	062		
4. Company Name(s)	Domicile	NAIC #	FEIN #
Employers Mutual Casualty Company	IA	21415	42-0234980

5. Company Tracking Number	AR-CIM-2007-05
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jo L. Byers P.O. Box 712 Des Moines, IA 50303	Filings Analyst	800-247-2128 ext. 2707	515-345-2223	Jo.L.Byers@EMCIns.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Jo L. Byers

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	Commercial Inland Marine
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Commercial Inland Marine
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 10/15/07 Renewal: 10/15/07

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	7/16/07
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AR-CIM-2007-05
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The captioned company is a member of Insurance Services Office (ISO) and the Commercial Inland Marine program is filed on our behalf. We are pleased to submit a form revision to be applicable to policies written on or after October 15, 2007.

We are pleased to introduce an optional coverage, available for EMC Choice Equipment Dealers program business only. The form includes coverage for Stock, Furniture, Fixtures and Equipment, Tenants Improvements and Betterments, and Business Personal Property at or away from premises with insured's permission. Coverage also includes transportation coverage, employee tool coverage and business property of others. We developed the rates by using our currently filed rates based on ISO's comparable Business Income endorsement. A form memorandum is attached for your review.

The target Equipment Dealers will primarily be engaged in sales, service, repair, and rental or leasing (25% or less) of new and used mobile equipment, along with the sale of parts and supplies. The types of equipment considered for this program include construction equipment, agricultural and farm equipment, lawn and garden, and forklift dealers. Our new program will allow us to target these specific equipment dealers and compete in this market segment.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: Amount: \$50.00	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AR-CIM-2007-05		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	EMC Choice Equipment Dealers Coverage Form	CM7228.1 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Exclusion - False Pretense	CM7228.3 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	EMC Choice Equipment Dealers Report of Values	CM7228.4 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	EMC Choice Equipment Dealers Schedule	CM7228.7 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Equipment Dealers Forms Memorandum Arkansas Commercial Inland Marine

New Forms

CM7228.1 (10-07) - EMC Choice Equipment Dealers Coverage Form

This form is designed for agricultural, construction and materials handling equipment. The form includes coverage for Stock, Furniture, Fixtures and Equipment, Tenants Improvements and Betterments, and Business Personal Property at or away from premises with insured's permission. Coverage also includes transportation coverage, employee tool coverage and business property of others.

CM7228.3 (10-07) - Exclusion- False Pretense

This endorsement gives the insured the option to exclude the values insured under Coverage E- Rented Equipment. The premium savings is from the fact that the insured does not have to include the values of rented equipment when Coverage F-False Pretense is purchased.

CM7228.4 (10-07) - EMC Choice Equipment Dealers Report of Values

This is the reporting form used by the insured to indicate their values on hand at the time of the report. This report must be signed by the insured.

CM7228.7 (10-07) - EMC Choice Equipment Dealers Schedule

This form is used only when a manual policy is issued.